



DONALD L. WOLFE, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **B-5**

September 21, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**AS-NEEDED BUILDING AND SAFETY PLAN CHECK AND RELATED SERVICES  
AWARD OF CONSULTANT SERVICES AGREEMENTS  
ALL SUPERVISORIAL DISTRICTS  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the proposed contracts are exempt from the California Environmental Quality Act (CEQA).
2. Award contracts for as-needed building and safety plan check and related services to each of the following consultants:
  - Bureau Veritas/Berryman and Henigar, Inc.
  - Scott Fazekas and Associates, Inc.
  - Harris and Associates
  - Willdan
  - JAS Pacific, Inc.
3. Authorize the Director of Public Works, or his designee, to enter into Consultant Services Agreements, substantially similar to the draft agreement enclosed as Attachment A, with each consultant, and to order the consultants to perform services under these contracts, as the Director deems necessary, in an aggregate total amount not to exceed \$3,750,000.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

These Agreements will provide for as-needed services in locations throughout Los Angeles County for a three-year period commencing on the date of the initial Notice to Proceed. The combined total maximum cost of the entire program will be \$3,750,000 funded from fees for services.

While each of the proposed consultants was determined to be qualified, each of the consultants have particular strengths as well as staffing levels. In order to provide the Department with the flexibility to utilize the consultant it deems most appropriate, given the particular need for services, the not-to-exceed amount for each of the consultants is proposed to be \$3,750,000.

The recommended award and authorization will ensure that service excellence is maintained in the permitting process for the construction of buildings in the private sector and for County Capital building projects.

The recommended Consultant Services Agreements will provide the Department's Building and Safety Division with the ability to augment staff levels on an as-needed basis. This flexibility is needed to meet the intermittent need for additional plan check and related services resulting from the variable level of construction activity caused by economic forces and seasonal differences.

### **Implementation of Strategic Plan Goals**

This action meets the Strategic Plan Goal of Service Excellence and Organizational Effectiveness by providing the public with services that maintain construction scheduling, stimulate the local economy, and green light private and public sector building construction while maintaining public safety.

### **FISCAL IMPACT/FINANCING**

Each of the five contracts is part of the entire program. The entire program is for a combined total not-to-exceed fee of \$3,750,000. This is the maximum projected cost to provide these services for a term of three years. Should additional work be required that exceeds the amount authorized, approval of additional funds will be sought. Since this work will be requested on an as-needed basis, work will not be authorized without first ascertaining that funds are available. There will be no impact on net County cost.

Financing for the first year of the Agreements is available from the Fiscal Year 2006-07 County Engineer Fund budget. Financing for work in subsequent years will be funded from subsequent years' budgets. This cost will be reimbursed by funding from fees for services.

The Agreements allow for cost-of-living adjustments for the optional periods in accordance with County policy.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Consultant Services Agreements will be approved as to form by County Counsel. The Agreements will be for a term of three years. The Agreements include a clause for termination of services upon prior written notice and a renegotiation clause as directed by your Board.

As requested by your Board on August 12, 1997, and a threshold requirement for consideration of contract award, the participating consultants are willing to consider Greater Avenues for Independence participants for future employment.

The participating consultants have demonstrated satisfactory compliance with the County's Child Support Compliance Program.

Public Works has evaluated and determined that the Living Wage Program (County Code 2.201) does not apply to this recommended contract, which is for a service required on a part-time and intermittent basis.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed Consultant Services Agreements for building and safety services are exempt from CEQA, pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulations (State CEQA Guidelines), because it can be seen with certainty that there is not a possibility that the activity in question may have a significant effect on the environment.

### **CONTRACTING PROCESS**

On January 28, 2001, a Request for Proposal was issued to 39 firms from the Public Works list of qualified consultants. Seven firms responded to the request. An evaluation committee consisting of Public Works civil, electrical, structural engineering, and technical staff evaluated the proposals. The evaluation of the firms was based on technical expertise, proposed work plan, experience, personnel

qualifications, and understanding of the work requirements. Evaluations were completed without regard to race, creed, color, age, or gender. Based on the review and evaluation of the proposals, the evaluation committee recommended Bureau Veritas/Berryman and Henigar, Inc.; Scott Fazekas and Associates, Inc.; Harris and Associates; Willdan; and JAS Pacific, Inc., as the best qualified firms to perform the required services.

Participation by Community Business Enterprises (CBE) was encouraged through Public Works' CBE Outreach Program and the requirement that proposers demonstrate their good faith efforts to utilize CBE.

As requested by your Board on February 3, 1998, and to further increase consultant awareness of contracting opportunities with Public Works, the Request for Proposals for these services was posted on the County's Doing Business With Us website. A copy of the website posting is included as Attachment B.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no impact on current County services during the performance of the recommended consultant services.

#### **CONCLUSION**

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE  
Director of Public Works

JCB:vc  
P:\bpub\RESEARCH\Kit Bagnell\Plancheckccrw.DOC

Enc.

cc: Chief Administrative Office  
County Counsel  
Department of Public Social Services (GAIN Program)

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2XXX.

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate  
and politic, hereinafter referred to as COUNTY,

AND

NAME OF CONSULTANT,  
hereinafter referred to as Consultant,

COUNTY has determined that it is a matter of public convenience and necessity to engage the specialized services of a Consultant to provide type of service – project name- specs. no.

Consultant is a firm of recognized professionals with extensive experience and training in its specialized field. In rendering these services, Consultant shall, at a minimum, exercise the ordinary care and skill expected of the average practitioner in Consultant's profession acting under similar circumstances. The work will involve the performance of professional, expert, and/or technical services of a temporary or part-time duration; and

The parties hereto do mutually agree as follows:

1. Definition

COUNTY means either COUNTY; COUNTY, as agent for such joint powers authority or nonprofit corporation as may be involved in the issuance of bonds, certificates of participation, or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or nonprofit corporation.

2. Consultant's Services

The scope of work shall be as outlined in the Attachment dated month-day, 2XXX. No work shall commence on this project until a written Notice to Proceed is issued by COUNTY.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to COUNTY of the services described in Article 2 above, including receipt and acceptance of such work by Director of the COUNTY of Los Angeles Department of Public Works (hereinafter called Director), COUNTY agrees to pay Consultant a maximum not to exceed fee of amount in words Dollars (\$ amount in figures).

COUNTY shall compensate Consultant as follows:

- a. Monthly payments for the work accomplished shall be made upon verification and acceptance of such work by Director, as stated in the Attachment dated date, 2XXX, up to a maximum of \$amount. Monthly invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Director.

IN ABOVE PARAGRAPH, USE MONTHLY PAYMENTS AND MONTHLY INVOICES IF SERVICES WILL CONTINUE FOR MORE THAN ONE MONTH. OTHERWISE, USE PAYMENT AND INVOICE.

- b. Supplemental Consultant Services may be required at COUNTY'S discretion, upon prior written authorization by Director, and will be based on Consultant's fee schedule on file with Director.
- c. If Cost of Living Adjustments (COLA) are provided in the attachment, COUNTY shall limit COLAs to the lesser of: 1) the average salary increase or decrease granted to COUNTY employees or 2) the increase or decrease from the previous fiscal year's U.S. Department of Labor Bureau of Labor Statistics' Urban Consumer Price Index for Los Angeles-Riverside-Orange COUNTY, CA. If the COLA is based on the CPI, the adjustment shall be based on the change in the CPI from time of execution of this contract to the time at which the COLA is to be made. In the event fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in employee salaries for a fiscal year, Consultant will not receive a COLA for the contract period which coincides with that fiscal year.

In above paragraph (c), use only if COLA's are provided for in a multiple year contract, otherwise omit paragraph and renumber.

- d. A In the event that budget reductions occur in any fiscal year covered

by this AGREEMENT that may cause COUNTY to consider terminating this AGREEMENT, the COUNTY may attempt to renegotiate the terms of this AGREEMENT to reduce the cost thereof in lieu of termination under the termination provisions of the contract.

- e. All funds for payment of services rendered after June 30 of the current fiscal year are subject to COUNTY'S legislative appropriation for this purpose. Payments for services following June 30 of each fiscal year are dependent upon the same action. Notwithstanding any other provision of this AGREEMENT, COUNTY shall not be obligated for Consultant's performance hereunder or by any provision of this AGREEMENT during any of COUNTY'S future fiscal years unless and until COUNTY'S Board of Supervisors appropriates funds for this AGREEMENT in COUNTY'S budget for each future fiscal year, and in the event that funds are not appropriated for this AGREEMENT, this AGREEMENT shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify Consultant in writing of such nonappropriation of funds at the earliest possible date.
- f. Consultant will not be required to perform services which will exceed the contract amount, scope of work, and contract dates without amendment to this AGREEMENT.

Consultant will not proceed with additional services without prior written authorization. Consultant will not be paid for any expenditures beyond the contract amount stipulated without amendment to this AGREEMENT.

- g. Consultant will notify COUNTY when contract amount has been incurred up to 75% of the contract total.

#### 4. Equipment and Supplies

Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services at Consultant's sole cost and expense.

#### 5. COUNTY'S Responsibility

COUNTY will make available drawings, specifications, and other records as available in COUNTY Department of Public Works' file. Notwithstanding the foregoing, COUNTY does not represent the accuracy of the content of said materials.

6. COUNTY'S Representative

Director, or his authorized representative, shall represent COUNTY in all matters pertaining to the services to be rendered pursuant to this AGREEMENT.

7. Term and Termination

The term of this AGREEMENT shall commence on the date stipulated in the Notice to Proceed, and unless otherwise modified, shall terminate on the date that the work is accepted by COUNTY. COUNTY may, at its sole option and discretion, cancel or terminate this AGREEMENT, without any liability other than payment for work already performed, up to the date of termination by giving three days written notice of such termination to Consultant. Consultant shall be paid the reasonable value of its services rendered. In the event of any such termination by COUNTY, Consultant shall provide to COUNTY a termination report consisting of all drawings, specifications, reports, and data accumulated to the date of such termination in a form capable of assimilation for use by COUNTY.

8. Indemnification and Insurance

Two alternative Indemnification and Insurance Provisions are set forth in Attachments 2 and 3 of this AGREEMENT.

Consultant has selected one of the two alternative Indemnification and Insurance Provisions and has indicated its selection by initialing the selected alternative as follows:

Alternative 1 \_\_\_\_\_ Alternative 2 \_\_\_\_\_

9. Anti-Discrimination

The following provisions are required by Section 4.32.010 et seq. of the Los Angeles COUNTY Code:

Consultant certifies and agrees that all persons employed by Consultant, its affiliates, subsidiaries, or holding companies are, and will be, treated equally by Consultant without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with state and Federal anti-discrimination laws. Consultant further certifies and agrees that it will deal with its subconsultants, bidders, and vendors without regard to or because of race, religion, ancestry, national origin, or sex. Consultant agrees to allow access to its employment records during regular business hours to verify compliance with



the foregoing provisions when so requested by COUNTY.

Consultant specifically recognizes and agrees that if COUNTY finds that any of the foregoing provisions have been violated, the same shall constitute a material breach of contract upon which COUNTY may determine to cancel, terminate, or suspend the contract. While COUNTY reserves the right to determine individually that the anti-discrimination provision of the contracts have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Consultant has violated state or Federal anti-discrimination laws shall constitute a finding by COUNTY that Consultant has violated the anti-discrimination provisions of the contract.

At its option, and in lieu of canceling, terminating, or suspending the contract, COUNTY may impose damages for any violation of the anti-discrimination provisions of this paragraph, in the amount of Two Hundred Dollars (\$200) for each violation found and determined. COUNTY and Consultant specifically agree that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and the nature of the violation, it is impracticable and extremely difficult to fix actual damages.

10. Independent Contractor Status

This AGREEMENT is by and between COUNTY of Los Angeles and Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and Consultant.

Consultant understands and agrees that all persons furnishing services to COUNTY pursuant to this AGREEMENT are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of COUNTY.

Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Consultant pursuant to this AGREEMENT.

11. COUNTY'S Quality Assurance Plan

COUNTY, or its agent, will evaluate Consultant's performance under this AGREEMENT on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all contract terms and performance standards. Consultant deficiencies which COUNTY determines are severe or continuing, and that may place performance of the AGREEMENT in jeopardy if not corrected, will be reported to the Board

of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and Consultant. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this AGREEMENT or impose other penalties as specified in this AGREEMENT.

12. Assignment

This AGREEMENT shall not be assigned without the prior written consent of COUNTY. Any attempt to assign without such consent shall be void and confer no rights on any third parties.

13. Forum Selection

Consultant hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action brought by Consultant, on Consultant's behalf or on the behalf of any subconsultant, which arises from this AGREEMENT or is concerning or connected with services performed pursuant to this AGREEMENT, shall be deemed to be in the courts of the State of California located in Los Angeles COUNTY, California.

14. Conflict of Interest

No COUNTY employee in a position to influence the award of this AGREEMENT or any competing AGREEMENT, and no spouse or economic dependent of such employee, shall be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this AGREEMENT.

15. Prohibition from Involvement in Bidding Process

Consultant understands and agrees that neither it nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposal developed or prepared by or with the assistance of Consultant's services rendered pursuant to this AGREEMENT, either as a prime Contractor or subcontractor, or as a Consultant to any other prime Contractor or subcontractor. Any such involvement by Consultant shall result in the rejection by the COUNTY of the bid by the prime Contractor in question.

16. Lobbying

Consultant and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles COUNTY Code Section 2.160.010, retained by Consultant, shall fully comply with COUNTY Lobbyist Ordinance, Los Angeles COUNTY Code Chapter 2.160. Failure on the part of Consultant or any COUNTY lobbyist or COUNTY lobbying firm retained by Consultant to fully comply with COUNTY Lobbyist Ordinance shall constitute a

material breach of this contract, upon which COUNTY may immediately terminate or suspend this contract.

17. Gratuities

It is improper for any COUNTY officer, employee, or agent to solicit consideration, in any form, from Consultant with the implication, suggestion, or statement that Consultant's provision of the consideration may secure more favorable treatment for Consultant in the award of the contract or that Consultant's failure to provide such consideration may negatively affect COUNTY'S consideration of Consultant's submittal. Consultant shall not offer or give, either directly or through an intermediary, consideration, in any form, to a COUNTY officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the contract.

Consultant shall immediately report any attempt by a COUNTY officer, employee, or agent to solicit such improper consideration. The report shall be made either to COUNTY manager charged with the supervision of the employee, or to COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in Consultant's submittal being eliminated from consideration.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.  
USE FOLLOWING PARAGRAPH ONLY FOR CONTRACTS OVER \$250,000.  
RENUMBER ACCORDINGLY.

17. Employment of Laid-Off COUNTY Employees

Should Consultant, or any subconsultant performing more than \$250,000 of the Contract value, require additional or replacement personnel to perform services under this Contract other than the performance of a skilled trade, Consultant shall give first consideration for such employment openings to qualified COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a re-employment list.

18. Consultant's Warranty of Adherence to COUNTY'S Child Support Compliance Program

Consultant acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

As required by COUNTY'S Child Support Compliance Program (COUNTY

Code Chapter 2.200) and without limiting Consultant's duty under this contract to comply with all applicable provisions of law, Consultant warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or DISTRICT Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Failure of Consultant to maintain compliance with these requirements shall constitute a default by Consultant under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure to cure such default within 90 days of notice by the Los Angeles COUNTY Child Support Services Department shall be grounds upon which COUNTY Board of Supervisors may terminate this contract.

19. Consultant's Acknowledgment of COUNTY'S Commitment to Child Support Enforcement

Consultant acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Consultant understands that it is COUNTY'S policy to encourage all COUNTY consultants to voluntarily post COUNTY'S L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Consultant's place of business. COUNTY'S DISTRICT Attorney will supply Consultant with the poster to be used.

20. Termination for Improper Consideration

COUNTY may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this AGREEMENT if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing the AGREEMENT or securing favorable treatment with respect to the award, amendment, or extension of the AGREEMENT or the making of any determinations with respect to Consultant's performance pursuant to the AGREEMENT. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

Consultant shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to COUNTY manager charged with the supervision of the employee or to COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

21. Consideration of GAIN/GROW Program Participants for Employment

Should Consultant require additional or replacement personnel after the effective date of this AGREEMENT, Consultant shall give consideration for any such employment openings to participants in COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Program who meet Consultant's minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants by job category to Consultant.

22. Notice to Employees Regarding the Federal Earned Income Credit

Consultant shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

23. Reduction of Solid Waste

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on the project.

24. COUNTY Rights

The COUNTY may employ, either during or after performance of this contract, any right of recovery the COUNTY may have against the Consultant by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the COUNTY under this contract are in addition to any right or remedy provided by California law.

25. Fair Labor Standards Act

Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless COUNTY, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Consultant's employees for which COUNTY may be found jointly or solely liable.

26. Prevailing Wage Requirements

Consultant must comply with all applicable prevailing wage requirements. The subject project is a public work as defined in Section 1720 of the California Labor Code.

27. Employment Eligibility Verification

Consultant warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Consultant shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Consultant shall retain such documentation for all covered employees for the period prescribed by law. Consultant shall indemnify, defend, and hold harmless COUNTY, its officers, and employees from employer sanctions and any other liability which may be assessed against Consultant or COUNTY in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this AGREEMENT.

28. Consultant Responsibility and Debarment

a. A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the COUNTY'S policy to conduct business only with responsible consultants.

b. The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the COUNTY may, in addition to other remedies provided in the contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the COUNTY.

c. The COUNTY may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness

or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

d. If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

g. If the Consultant has been debarred for a period longer than five years, that Consultant may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

h. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

i. These terms shall also apply to subcontractors of COUNTY Contractors.

29. Compliance with Jury Service Program

This Contract is subject to provisions of the COUNTY'S ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles COUNTY Code.

a. Unless Contractor has demonstrated to the COUNTY'S satisfaction either that Contractor is not a Contractor as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

b. For purposes of this Section, Contractor means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. Employee means any California resident who is a full-time employee of Contractor. Full-time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the COUNTY under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract AGREEMENT and a copy of the Jury Service Program shall be attached to the AGREEMENT.

c. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Contractor shall



immediately notify COUNTY if Contractor at any time either comes within the Jury Service Program's definition of Contractor or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the COUNTY'S satisfaction that Contractor either continues to remain outside the Jury Service Program's definition of Contractor and/or that Contractor continues to qualify for an exception to the Program.

d. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contractor and/or bar Contractor from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

30. No Payment for Services Provided Following Expiration/Termination of AGREEMENT

Contractor shall have no claim against COUNTY for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this AGREEMENT. Should Contractor receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this AGREEMENT shall not constitute a waiver of COUNTY'S right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this AGREEMENT.

31. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles COUNTY, and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

The Contractor acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the COUNTY'S policy to encourage all COUNTY Contractors to voluntarily post the COUNTY'S, A Safely Surrendered Baby Law poster, in a prominent position at the Contractor's place of business. The COUNTY'S Department of Children and Family Services will supply the Contractor with the poster to be used.

32. Consultant Assignment

a. Consultant shall not assign its rights or delegate its duties under the AGREEMENT, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, COUNTY consent shall require a written amendment to the AGREEMENT, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the AGREEMENT shall be deductible, at COUNTY'S sole discretion, against the claims which Consultant may have against COUNTY.

b. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the AGREEMENT, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this AGREEMENT.

c. Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY'S express prior written approval, shall be a material breach of the AGREEMENT which may result in the termination of the AGREEMENT. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

### 33. Notices

Any notice required or desired to be given pursuant to this AGREEMENT shall be given in writing and addressed as follows:

#### COUNTY

Department of Public Works  
Architectural Engineering Division  
Contracts & Operations, 8th Floor  
900 South Fremont Avenue  
Alhambra, CA 91803  
(626) 458-xxxx

#### CONSULTANT

The address for notice may be changed by giving notice pursuant to this paragraph.

34. Entire AGREEMENT

This contract constitutes the entire AGREEMENT between COUNTY and Consultant and may be modified only by further written AGREEMENT between the parties hereto.

Use paragraph below for delegation contracts.

IN WITNESS WHEREOF, the Director of the Los Angeles COUNTY Department of Public Works has caused this AGREEMENT to be subscribed pursuant to authority delegated by the Board of Supervisors under Section 2.18.030 et seq. of COUNTY Code, and Consultant has executed this AGREEMENT, the day, month, and year first above written.

Use paragraph below of Board contracts.

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of the Department of Public Works, and the Consultant has hereunto subscribed its corporate name and affixed its corporate seal by its duly authorized officers the day, month, and year herein first above written.

COUNTY OF LOS ANGELES

NAME OF CONSULTANT

By \_\_\_\_\_  
Assistant Director  
Department of Public Works

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Deputy

5/4/2006

**DOING BUSINESS WITH US**

County Home

Home

E-mail

FAQ

Privacy

**L.A. county**  
ONLINE*To Enrich Lives Through Effective and Caring Service*Search for a  
Closed BidA B C D E F  
G H I J K L  
M N O P Q R  
S T U V W X  
Y Z All

Award information has not been added at this time.

**Bid Information**

Search By

Bid Title

Submit

Sort By

Bid Title

Sort

Bid Number : AEDM000060

Bid Title : As Needed Plan Check and Related Services

Bid Type : Service

Department : Public Works

Commodity : CONSULTING SERVICES - ENGINEERING

Open Date : 1/9/2006

Closing Date : 2/6/2006 5:00 PM

Notice of Intent to Award : [View Detail](#)

Bid Amount : N/A

Bid Download : Not Available

Bid Description : The Los Angeles County Department of Public Works (Public Works) is inviting proposals from qualified firms to provide As-Needed Plan Check and Related Services.

Contact Name : Montessa Duckett

Contact Phone# : (626) 458-2585

Contact Email : [mduckett@ladpw.org](mailto:mduckett@ladpw.org)

Last Changed On : 1/19/2006 1:44:04 PM

[Back to Last Window](#)[Back to Award Main](#)